

1884-026  
Lee Co.

Chancery Causes: Joseph Rhodes vs. Nelson Johnson &c

Wallen, Brotherton, Rhoades, Glass, Darnel, Starnes

CA- Contract Dispute

T- Property



To the Honorable John A Kelly Judge of  
the Circuit Court of Lee County Lee  
County to wit.

Your Orator Joseph Rhoad would represent  
unto your Honor that your Orator bought  
a certain tract of land of Nelson Johnson  
for the sum of \$300.00 The land being  
and lying in Lee County Virginia on the  
Blackwater about 10 miles south of  
Gonsville your Orator executed his notes  
for the perches money under seal your  
Orator would represent unto your Honor  
that Nelson John assign two notes to Jacob  
Brotherton for the sum of Seventy seven dollars  
+ 50 cts each and your Orator would further  
represent that Jacob Brotherton filed  
a Bill in the county court of Lee County  
Va. 1870. against Joseph Rhoads and others in  
which he charges that on the 23 day of November  
1867 Joseph Rhoads executed to Nelson Johnson two  
Notes under seal for the sum of seventy  
seven dollars + 50 cts each which he claimed as  
a balance on the land in controversy  
One of the notes was subject to a credit of  
sixty dollars. And the said Jacob Brotherton  
ask that the land be sold to pay the said  
debts. Your Orator would further represent that  
Jacob Brothertons Bill was dismissed at the



March Term 1871. But before dismissed on the 22 day  
of February 1871, your Ordn Joseph Rhoads filed  
his Crossbill, to the Bill filed in the County  
Court against him and Nelson Johnson by Jacob  
Brotherton in which your Ordn represented  
that it was true he bought a tract of land  
of land from Nelson Johnson, for which  
he was to pay \$300,00. & for which the said  
Johnson was to make him a general warranty  
deed or title & that your Ordn did return  
to & took possession of a part of the land  
he bought. - your Ordn further represented  
that there is a part of the land claimed by  
William M. Sage about 25 acres, which the said  
Johnson as afore said. had no title. your  
Ordn further represented that should  
it turn out Sage should hold the land  
by ~~him~~ that in this way, your Ordn claimed  
that the purchase money is largely over paid  
& therefore on the principles of equity would  
not only be paid but Johnson would be  
largely in debt to your Ordn. your Ordn  
further represented that the title for the  
land was in Greenberry Wallin, & that Nelson  
Johnson purchased from Wallin as afore said  
& paid the said Wallin for so much & for  
which he was to make added to the land in  
controversy. and after your Ordn dismissed



his suit. Said Wallin without any thrivity  
would not make or attempt to make  
oath for ~~Said~~ <sup>said</sup> Land to Jacob Brotherton  
your Oritor would further represent  
that Greenberry Wallin did make oath  
to your Oritor Joseph Rhoads for the land  
in controversy. he never signed it to go to  
record but destroyed it. now the object of  
this Bill is to compel the said Wallin  
Brotherton to make to your Oritor  
for the <sup>land</sup> controversy or compel to  
Nelson Johnson & Jacob Brotherton to  
the sum of \$50.00 with its interest to your  
Oritor. your Oritor prays is that Nelson-  
Johnson & <sup>Jacob</sup> Brotherton & Greenberry Wallin be made defendants  
to this ~~suit~~ Bill and be required to  
render a full true and perfect answer to  
this Bill. that your Oritor may have all  
such other and further and General relief  
in the premises as the nature of his case  
may require or to equity shall seem meet  
and your Oritor will ever pray &c.  
Hofenbarger  
(Hf)



Orcl 7.10

Joseph. Rhoads

95. <sup>1</sup>/<sub>2</sub> <sup>1</sup>/<sub>2</sub> Bill.

Nelson. Johnson &  
Greenberry Wallin

1877. July. Chas. Crookson Deft  
Wallin & Loane vs

" Aug. 2. vs same Cants.  
+ set for hearing by J. P.

1880. Contd this year.

1881. Mr. Amended Bill filed.

" Aug. Continued

1882. Mr. Contd. Aug. Contd  
Novr. continued

1883. Mr. Aug. contd

" Novr contd

1884 Mr. Leerce final

Chd 12.0



To the Honorable John A. Kelley Judge of  
the Circuit of ~~Lee~~ County

The amended Bill of ~~Joseph~~ ~~Lee~~ County to wit  
~~Plaintiff~~ ~~vs~~ ~~Defendant~~  
Your Orator Joseph Rhoads humbly complaining  
Sheweth unto your honor that your Orator  
Bought a certain tract of land from Nelson  
Johnson for the sum of three hundred dollars  
for which your Orator paid One five m<sup>ts</sup> the price  
being fix at \$145.00 at the time the land was bought  
your Orator would further represent unto  
your honor that he did execute his two notes under  
seal for \$77.50 each for the balance of the purchase  
money on the said land which he purchased from  
Nelson Johnson about the year 1867 or 1868 the  
land being and being in the county of Lee on the  
waters of North Fork River near the Tennessee  
line containing seventy five acres about 75  
South of Noonville in the County of Lee in  
the state of Virginia. your Orator would further  
State unto your honor that Nelson Johnson  
assign over two notes to Jacob Brotherton for  
\$77.50 each they being the same notes. your  
Orator gave to Nelson Johnson for the  
land as aforesaid & they being the same notes  
that Nelson Johnson assign over to Jacob Brotherton  
for seventy five dollars & 50<sup>ts</sup> each your Orator  
would further State some time in the year 1868 or  
1869 he made another payment of \$25.00 same year he  
made other payments to wit \$2.00 6 bushels of Oats



\$2,00 and 5005 shoemaking same year he paid  
Nelson Johnson one claim of \$225,00 on Hayett  
Willis & Demp singletan for \$112,50 your Orator  
would further <sup>state</sup> that he has <sup>fully</sup> paid all the purchase  
money on the land he bought from Nelson Johnson  
Which the record of the County Court of Lee will fully  
show which will be filed as a part of this bill  
whereof ~~where~~ <sup>mark</sup> (A) your Orator would further  
represent unto him that he never sold Jacob  
Brotherton any land. it is true that your Orator  
& Jacob Brotherton was talking about the land  
& your Orator would state that Jacob Broth-  
erton told your Orator he would give him  
\$30,000 for the land if he would take the price  
of the land in property he would take the land  
but your Orator told Brotherton he would  
not take all stock for the land but would  
Jacob Brotherton he would take \$10,000 in  
horse property & \$20,000 in cash for the place  
but in truth and fact Brotherton refused to  
buy the land. this conversation took place about  
the year 1871. your Orator would further  
state ~~your Orator~~ <sup>that</sup> Jacob Brotherton came  
to Scott County Virginia some time after  
~~words~~ and he had moved to Scott and brought  
a fine horse with him and offered him to your  
Orator in part pay for the land as of one  
said worth one hundred dollars.



Your Orator would further state that  
he never did sell Jacob Brotherton any  
land or contracted any land to Jacob  
Brotherton. Your Orator would further  
state that when Jacob Brotherton came to  
your Orator's house in the year 1873 <sup>you could remember</sup> he  
demanded of him his land and the possession  
of his land your Orator would further  
state that he demanded his rents every year  
after he left his place of Jacob Brotherton  
your Orator would further state that  
he gave Brotherton a written notice that he  
wanted possession of his land and buildings  
and demanded of Jacob Brotherton the rents  
of his place at the same time & told him  
if he did not give up his possession he would  
see him your Orator would state that  
Brotherton did not give possession or pay  
the rents & your Orator brought his  
action your Orator would further state  
that Jacob Brotherton offered Green B.  
Hallist \$10,000 if he would make him  
a right to the land in dispute your Orator  
would further state that when he let  
Nelson Johnson ~~have~~ the claim on  
Willis & Singleton he over paid for his land  
& when he gave Nelson Johnson an order  
for the claim Johnson would give up  
his two notes but in truth and fact Johnson



had traded the notes at that time held  
to Jacob Brotherton your Orator would  
further state that he does not owe Nelson  
Johnson one cent on the land that he purchased  
from Johnson your Orator would further state  
he does not owe Jacob Brotherton one cent  
but on the other hand Brotherton is largely  
indebted to your Orator your Orator would  
further state that Nelson Johnson did sell Jacob  
Brotherton two notes under seal for the sum of  
\$77,50 each they being the same notes that your  
Orator executed for the purchase money of the  
land as above said which your Orator paid  
Nelson Johnson one cent of the notes and there  
is not one cent due in the land your Orator  
would further state that Nelson Johnson  
Jacob Brotherton filed a bill in the County  
Court <sup>of Lee</sup> against Joseph Rhoads to see the  
land for the purchase money of said land  
your Orator would further state that when  
he gave the share on the claims that he held  
against Willis's singletons he over paid the  
notes your Orator would further state  
that Nelson Johnson was to make an general  
warrant deed but in truth and fact there  
was no title in him your Orator would  
further state the title is in Green B. Wallin  
your Orator would further state that Green  
B. Wallin ~~has~~ received the purchase money  
from Nelson Johnson the same land now  
in dispute Wallin says he is ready to make the right



Your Orator would further state that Jacob Brotherton's bill was dismissed at Brotherton's cost at the March term 1871 but before dismissal on the 22 day of February 1871 Your Orator filed his cross bill to the bill filed in the County Court of Lee against Nelson Johnson and your Orator by Jacob Brotherton. Which cross bill set up the fact that your Orator had over paid Nelson Johnson for said land when Jacob Brotherton dismissed his bill that he had filed in the County Court of Lee against Johnson & your Orator. Your Orator would further state that it is untrue that Jacob Brotherton has held the land for 8 or 9 years under a contract as defendant says the way Jacob Brotherton came in possession of the said land as afore said was that your Orator was forced to leave his land he was shot at and slightly wounded, and went to Scott County where one of his sons lived and staid till Jacob Brotherton's bill was dismissed at Brotherton's said cost when your Orator rented him a place in Scott County and moved to it where Brotherton took possession of your Orator's land and refused to give it up Your Orator would further state that when he was shot at and was threatened if he was ever found in that country he would be shot



+ it was for no other purpose only to run off  
your Orator to get his said land that he  
had bought and paid for & when your  
Orator had been shot and wounded he ~~remained~~ <sup>went</sup>  
to Scott County and state till he sent  
him a place to go to. where he sent Thomas  
Rayner to move him to Scott and as soon  
as your Orator moved out Brotherton  
moved in & then closed a contract but in  
truth and fact your Orator never did contract  
with Brotherton about the land further than  
to tell Brotherton he would have the land for  
\$50,000 dollars \$10,000 he would take ~~in horse~~  
at property \$20,000 must be paid in cash  
when Brotherton refused and never paid  
anything your Orator would further state  
when he came to Scott to see your Orator  
about the land he brought a horse worth  
\$10,000 and offered the horse in part  
pay & would your Orator if he would  
go home with him he would give him  
another worth \$10,000 but in truth and  
fact your Orator did not go or take the  
horse he offered which will appear as proof  
when of mark (D) your Orator would  
further state that at the time when Brotherton  
bought the notes he knew that your Orator  
had paid the notes he bought from  
Johnson.



Your Orator would further state  
that Wallin is ready and will to make the  
right when he knows who to make it  
To your Orator charges that he has fully  
paid the purchase money <sup>due</sup> on said land  
& that Nelson Johnson has fully paid  
Wallin the purchase money for the same land  
that he bought from Wallin, it being the same  
land that Nelson Johnson sold Joseph Rhoads  
Your Orator would further state that Brotherton  
fraudulently took possession of your Orator's land  
your Orator would further state he has paid the  
purchase money on the land as of one said & charges  
that he is intitled to the legal title to the land that  
Jacob Brotherton is now in possession of your  
Orator charges that the title is in Green B. Wallin  
he charges it is a fraud of his rights to suffer  
Jacob Brotherton to withhold the possession from  
him he charges it is a fraud of his rights to suffer  
Green B. Wallin to withhold the title from you  
Your Orator <sup>to have advice from a lawyer from Jacob to your Orator</sup> knows the object of this Bill therefore is  
& to compel Green B. Wallin to make your Orator a good  
return deed to the land your Orator prays there  
fore is that Jacob Brotherton & Green B. Wallin  
Nelson Johnsons be made parties defendants to  
this Bill & that Green B. Wallin be compelled to make  
the title of the land to your Orator & Brotherton  
be compelled to surrender the possession to your Orator  
& Jacob Brotherton Green B. Wallin & Nelson Johnson







1  
To the Honorable John A. Kelly Judge  
of the Circuit Court of ~~San~~ <sup>San</sup> County  
Your Brother Joseph Rhodes  
would respectfully represent  
unto your Honor that he heretofore  
filed his Original Bill in your  
Honorable Court, against ~~Bracton~~  
and others and had caused  
him to file his Amended Bill  
but his counsel Mr. J. W. ~~Holmes~~  
to whom he had entrusted his cause  
abandoned the country without  
filing said <sup>amended</sup> Bill.

He now by way of amendment to said  
Bill begs leave to state that in  
the year 1867 he purchased of  
One Nelson Johnson at the price  
of \$500.00 paid down \$145.00 then  
executed to said Johnson his two  
notes for the balance of the purchase  
money each being for the sum of  
\$77.50 soon thereafter he  
paid the balance of the purchase  
money to said Johnson and  
went into possession of said land  
the title to said land was in  
One Emory Hullen and after the  
payment of all the purchase money  
to Johnson, he went with Johnson



and Mollen together. When Johnson  
desired Mollen to carry said seeds  
to your Brother, as he had sold it  
to your Brother and had received  
all the pay. Mollen agreed to do  
so and will make an acknowledgment  
to your Brother with his wife a general  
warrantee deed to said land.  
Carrying it to your Brother  
and went before J. B. Glaff and  
M. B. Glaff together with his wife  
and acknowledged said deed to  
your Brother this was done in  
the presence of said Johnson  
who desired it so made  
his deed your Brother left  
in the clerks office of the  
County Court of La county  
to be duly admitted to  
record with the clerk of said  
Court. Some which time  
your Brother has enquired  
of the clerk for said deed  
for the purpose of having  
it duly admitted to record  
but the clerk after examination  
states he was unable  
to find said deed and that  
he had not received the  
same.



your Brother now Jas. it is  
 lost and so believes as your  
 clerk informs him he cannot  
 find the same. Some time  
 after this loss was fully paid  
 for and the said road as above  
 stated. Said Johnm trusted  
 as your Brother has been informed  
 these notes, came to one

Jacob Bracton, which if done  
 was through fraud and your  
 Brother charges that the said  
 Bracton never paid Johnm  
 one cent for said notes  
 for Bracton well knew  
 that your Brother had paid  
 up in full for said notes  
 when your Brother for the  
 saying said debts, Johnm said  
 he did not have the notes  
 with him, but would send  
 them to your Brother as they  
 were fully paid up, this  
 however he did not do  
 and moved off some where  
 west. And after he left  
 Bracton commenced annoying  
 your Brother, saying he had  
 the notes, and wanted the  
 cash even Bracton kept



And threatened to murder your  
 Brother if he did not let him  
 have the lands. your Brother  
 was shot at and wounded  
 in his side, and was told  
 by Bradshaw afterwards that  
 if your Brother had not moved  
 out of the sight of the gun  
 he would have been killed.  
 The annoyance became so  
 great your Brother had great  
 fears of his life and moved  
 off of said lands having  
 them in possession of his family  
 soon afterwards your Brother and  
 left also to avoid the threats  
 and annoyance of said Bradshaw.  
 Immediately Bradshaw went  
 upon said lands and soon  
 destroyed his ~~brother's~~ family  
 went upon the land and has  
 used and occupied it ever since  
 and has not even paid  
 your Brother one cent of  
 rents upon the same although  
 he has been in possession  
 of it for over 11 years  
 the rents of which is worth \$5000  
 per annum



Brantston sued upon the same  
 which was answered by James  
 Brator and was dismissed.  
 After this Brantston proposed  
 to purchase this land of James  
 Brator but we could not  
 agree about the price of  
 the land James Brator  
 demanded rents. Brantston states  
 he was willing to pay the rents  
 and would pay the rents but  
 has never paid any part thereof.  
 Respondent charges that Brantston  
 subsequently promised the said  
 deed to him to prevent its recording.  
 One is advised that he can prove  
 that Brantston has the said deed.  
 Afterward one saw it near to  
 Wallen. But he has only seen this  
 fact from Arthur & cannot state positively.  
 One thing is certain although & that is that  
 James Brator released said deed  
 to J. B. West <sup>or to a person who is to be named</sup> who was then clerking  
 in the office as he supposes a clerk  
 clerk.

Respondent is advised and charges that  
 he is entitled to have title set up by  
 James West. In title having been lost  
 after it was returned to the clerk for



recognition; and for an account of  
the rents & profits of said lands  
for all time since Brodston lost control  
of the same from your Brother.

Your Brother is advised that said  
Jacob Brodston lived awhile on his  
land himself, but put his power  
in possession then his Brother, so that  
he has continuously by himself and  
his servants been exercising your Brother  
of the possession of his lands and the  
rents thereof, under which he has no  
claim or show of claim in any way  
either oral or written, simply put  
saying under to him for your Brother  
I have and am exercising him of his lands  
rents.

Your Brother being contented as a great  
tendency at common law and  
recoverable only in a court of  
Equity.

His Brother's answer is that  
the said Nelson Johnson, Jacob  
Brodston, and Frederick Moller  
the moral parties, as to his  
Amended Bill and refusal  
to answer the same truly on  
 oath, but upon a hearing



said, I have will by all necessary  
 and proper Orders and Services  
 appoint a Special Comm to carry  
 said bond to your Brother that was  
 conveyed to the said last, and that  
 one of the Comm of said House shall  
 take an account of the debts of said  
 bond and that said Brother  
 be required to pay same within  
 said debts. And that your Brother  
 be placed in possession of his said  
 bond, but should your Brother  
 in any way wish be mistaken in the  
 relief from said debt, then that  
 that your House will grant  
 unto your Brother any and  
 all such Orders, powers and  
 General relief as to dignity  
 belong and is suited to the  
 peculiar circumstances of his  
 the circumstances of  
 my, &c. in order to  
 Henry Maffey



South Plains  
203 - 10000  
Joseph Brewster

Sept 31st 1881.  
Jas H On Clark



To the Honorable John A. Kelly Judge  
of the Circuit Court of Lee County Va.  
The return and answer of Green  
B. Waller to a bill filed in this Honorable  
Court by Joseph Rhodes against Respondent  
et al.

Respondent says the pffs bill is not  
good and sufficient in law and of this  
he prays judgement of the court ~~that~~

But if any other or further answer  
be deemed necessary answering he  
says that it is true that ~~once~~, he at  
one time owned the land spoken of by  
the pffs, and he several years ago sold it  
to one Jesse Roberts, to whom respondent  
made no conveyance, Roberts paid re-  
spondent for it however, and was enti-  
tled to the deed therefor, - Roberts sold the  
land to Nelson Johnson, to whom Roberts  
by written order directed respondent to  
make the title, but before this was done  
Johnson sold to the pffs, to whom the pffs  
executed his notes for the purchase money  
Johnson then sold three or a part of  
them to Jacob Brantley spoken of by the  
pffs, and assigned two notes for \$25.00



each, upon these Brasterton instituted  
suit, to enforce its vendors lien for the  
payment of said two notes, while this  
suit was pending Nelson Johnson applied  
to respondent to make him a deed for  
said land to be filed in said cause  
so as to enable the said Brasterton his  
benefice to sell the same, this respondent  
did, and the said Johnson accordingly  
filed said deed as he is informed & believing  
as an escrow in said cause, - when this  
was done, and while said suit was  
pending & before final decree therein  
the p[ar]ty became dissatisfied and un-  
willing to remain on the land longer, and  
in the pursuance of this respondent, the p[ar]ty  
and said Rhodes entered into an agree-  
ment about these matters, when Rhodes  
agreed to release said Brasterton the  
land, and they then agreed upon these terms -  
~~Rhodes~~ Brasterton agreed to give Rhodes  
the two notes said on, and pay his  
own costs in court in the same, and give  
the said Rhodes a certain filley known as  
and to pay him \$20 for the grazing crop, which respondent is informed  
Rhodes said to him, Rhodes was to

the said Brasterton did pay.



pay his costs & retain the possession of  
the house & grass lot - for two or three  
weeks until he could get away - and it  
was agreed that if the deed therefore  
made & filed by this respondent had  
not been admitted to record in said  
county it was to be re-delivered to this  
respondent - and this respondent was to  
make a new deed to Brasterton - the deed  
here spoken of has never been delivered  
to ~~this~~ respondent as he remembers, and  
he has never made Brasterton its deed  
agreed upon, but respondent acting for  
said Brasterton has settled the costs of  
the suit & stands ready to make  
title to Brasterton or his assignee when  
called upon. This respondent further  
states that as to the claim of Wm. W.  
Sage alleged to be the plaintiff he knows  
nothing of but he knows that the  
land spoken of has been in the  
peaceable possession of respondent  
those under whom he claims &  
who claims under him some 40  
or 50 years. But as the plaintiff held a  
good possession of the same & Brasterton



Respondent can not see what this matter  
with the p[er]f. Respondent has no feel-  
no personal interest in this matter but  
being called on by the p[er]f. deems it  
proper to state the truth of the whole  
transaction. And having now fully  
answered he pray to be heard and  
dismissed with his costs.

Gayan & Picumore

Virginia Lee County,

This day Green B. Wallen personally ap-  
peared before me and made oath that  
the facts set forth in the foregoing an-  
swer is true so far as made upon  
his own knowledge and so far as  
made upon information of others  
he believes them to be true. Given  
under my hand this Oct 28<sup>th</sup> 1879. —

G. B. Wallen

Sworn to before me this, 28<sup>th</sup>, day of October, 1879.

James H. Smith, Clerk.

Green B. Wallen

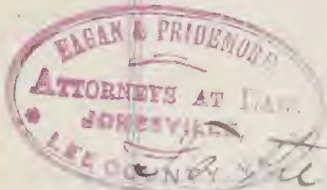
Acty Answer

Joseph Rhoads

Filed & Recd, Nov 27<sup>th</sup> 1879.

Wm. Clerk.





The Honorable John A. Kelly Judge of  
the Circuit Court of Lee County Va  
The demand and answer of Jacob  
Brookerton, to bill filed in this Honorable  
Court by Joseph Rhodes, against Deftend-  
ant and others.

8000

11550  
14450

20000  
18460

11550  
145  
18950  
14450

250  
200

35.00  
9.50  
17.84  
84.07  
77.50  
6.55  
12.86  
7.00

Respondent says the plffs bill is not  
good and sufficient in law and of this  
he begs judgement of the Court &c.  
But if any other or further answer be  
deemed necessary answering he says, The  
plffs pretension to an interest in the land,  
he mentions is false from beginning to  
end - The plff is moved more by a  
malicious spirit to annoy him, and in-  
jure respondent than any hope of gain he  
has an action at law for the rents of  
this same land, and an injunction  
against your respondent; and to prevent  
the paying over of rents to this re-  
spondent. This respondent purchased for  
a valuable consideration, from one  
Abelton Johnson, two notes for \$77.50 each -  
the date not now remembered, executed by  
the plff for a tract of land, situated on  
the waters of the North Fork of Clinch



River and not Blackwater as the plff  
says. Upon these notes your respondent  
filed his bill in the County Court of  
Lee County seeking to enforce the vendors  
lien for the payment of the same.  
While this suit was pending your re-  
spondent and said plff in the presence of  
Green B. Hallen and others settled all matters  
in controversy between them, your master  
purchased the land from the plff, and  
was to give him his two said notes, and  
pay respondents costs of suit, and give  
insurance policy worth then about the sum  
of \$75<sup>00</sup>. and was to pay the plff for his  
growing crop the sum of \$22<sup>30</sup> This was  
all paid him, and he was to retain the  
possession of the house or lot for about  
three weeks this he did and then moved  
off, gave up the possession to respon-  
dent who has ever since held the same.  
And the plff has acquiesced in that settle-  
ment ever since for a period of 8 or 9  
years without any complaint. The  
result of this whole thing is, that  
the plff was then and as your respondent



out is informed is now wholly in-  
solvent and irresponsible for costs, and  
such, only to put you respondent to  
costs & trouble. He here refers to the an-  
swer of John B. Waller for a detail  
of this transaction before you respond-  
ent he came connected with it - At the  
time of settlement the said Rhodes agreed  
that John B. Waller should convey to you  
respondent these lands, but the same  
has not been done, though agreed, as  
you respondent is advised that said  
Waller is ready at any time to make  
the same. Respondent having now fully  
answered prayer hence to be dismissed with  
his costs.

Wm. Rhodes

Virginia Lee Court to wit

This day Jacob Bratton personally  
appears before me and make oath that  
the facts stated in the foregoing answer are true  
so far as made upon his own knowledge and  
so far as made upon the information  
derived from others he believes them to be  
true Given under my hand this 8<sup>th</sup> day of Nov  
1877 -

Thos. Stephenson



III  
Jacob Brattenton

ads } answer.

Joseph Rhodes

Filed & Recd Nov 27<sup>th</sup> 1879,  
J. H. Orr, Clerk.



To the Hon. John A. Kelly Judge of the  
Circuit Court of Lee County.

The Joint Demurrer of Jacob. Bratterton  
Green B. Wallen, to a bill filed by  
Joseph Roads, against them and others.

Respondents state that the plaintiff's  
bill and amended are void of them  
good & sufficient in law and of this they  
may judgement of the Court &c.

A. L. Prudhomme

For Defendants.



Jacob. Brewster and  
Green B. Wallen

---

ads } Demure to  
Belo Ameneel Bill

Joseph Rhodes



Joseph E. Hooley, Plff

Against

Nelson Johnson et al, Defs

} On day

This cause came on this day to be heard upon the bill and amended bill and demurer to each by the defendants Green B. Mallin & Jacob Bratton - and was argued by Counsel - On consideration whereof it is adjudged ordered and decreed that said demurer be on the same is sustained - and plffs said bill and amended bills are dismissed and <sup>that</sup> the defendants recover their costs and the cause is dismissed from the docket.



Joseph Rhodes

vs S Decree-Final

Nelson Johnson et al

March 2. 1884

Entered page 369

St. Albans  
Vt.

Enter This  
March 26/84  
J. R.



Joseph Rhoads

75

William Johnson et al

In January

This Court came on again this day to be heard upon the Papers formerly read & was refused by Council.

And the Court being of ~~the~~ Opinion

that the answer filed therein is well

taken

On consideration whereof it is adjudged

granted and decreed that the answer

to ~~the~~ Complainant's amended Bill

be sustained.

~~And~~ On Motion leave is granted

Complainant to amend his

said Bill & the cause

is continued.



Joseph R. Brown  
25 1/2 acres  
Belton Barton

Entered page 354  
J. A. Hyatt  
Clerk

Enter  
J. A. K.  
Nov 30/83



Joseph Rhodes - - - - - Plff  
                    against  
Nelson Johnson et al deft } On day  
~~this~~ and the motion of Green B. Wallen  
and Jacob Brotherton, and by the consent of  
the plff, leave is granted them to file their  
answers to the <sup>as and for an answer to the</sup> original cause to the plff,  
amended bill, and the same is accordingly  
filed, and the plffs reply generally thereto  
and the cause is continued -



Rodley

of 3 Decue

Johnson & Bostwick

March 1. 1882

Entered Page

237

John H. H. H.

Enter this

Mar - 31 - 1882

1882



Joseph Rhodes  
against

Plff

Jacob Brothman et al depts

{ in by on a  
{ crop bill

PLH

{ In by on a  
{ crop hill

This cause came on this day to be heard on the cross bill of the plaintiff exhibits filed the answer of the defendant Nelson Johnson with general replication thereto and was argued by counsel - Now consideration whereof it is adjudged ordered and decreed that the plaintiff cross bill be dismissed and that the defendant Nelson Johnson recover against the plaintiff his costs here expended, and the cause is stricken off the docket



Joseph Rhodes

vs { Meene-Linac

Jacob Brothman etc

---

Entered O.B. page 355.

Enter this Decree

W. Morgan

Aug 25 1871



Jacob. Brotherton Plaintiff } In chancery  
against-  
Joseph Rhoads. et al Defendants

This cause came to be heard upon the bill of the plaintiff exhibits filed the answer and cross bill of Joseph Rhoads and answer to the cross bill by plaintiff and was argued by counsel and it being suggested by the plaintiff counsel that the plaintiff do not wish further to prosecute his said bill on his motions the said bill is dismissed, the plaintiff paying the cost thereof except the attorney fee which is to be so tender as to affect the matter of set-off in the depts. Cross bill. but full power are reserved to him to prosecute the same.

The said original bill of the plaintiff is dismissed from the docket & the cross bill and the cross bill returned for further action and the said cross bill is <sup>retained for</sup> continued further action, and the said cross bill is continued.

This is a true copy of the  
said decree



Jacob Brotherton  
vs } Devere  
Joseph Rhoads

---



Virginia Lee county to wit. June 24<sup>th</sup> 1879

Persuant to a notice given to Joseph Rhoads by the hand of Baxter Brutterton on the 9 day of this instant to appear at the dwelling house of Meram Moore in said county on the 24<sup>th</sup> day of this instant to take the deposition of Jacob Brutterton and others to be read as evidence in a suit pending in the circuit court at Jonesville in the above named county and State where in the said Joseph Rhoads is plaintiff and Thomas Brutterton is deft Mr Joseph Rhoads failed to be present

Jacob Brutterton a lawful witness 58 years old after being duly sworn deposes and says that I had bought two notes on Joseph Rhoads executed to Nelson Johnston for seventy five dollars each one subject to a credit of fifteen dollars said note was given by Rhoads as a part of his purchase when he bought the land in controversy Sumatra after words about the year seventy I bought the same tract of land of the said Rhoads and settled the note and was and did pay a bill of cost at Jonesville and let him have a cott worth fifteen dollars which he never took away he the said Rhoads give me possession of the land at that time all but the house and a small lot by a agreement that Mrs Rhoads was to give when I paid her for the present crop I did so and she give me possession and through my right I put Thomas Brutterton in possession we have had possession ever since and paid the taxes for a bout eight or nine years continued to the other page



yes by deft did you or did you <sup>not</sup> take any written obligation  
on Mr Rhodes for a right and why  
ans I did not for the right was in greenberry  
Wallen and he was present and promised to make  
me a right in a verry short time afterwards  
and nothing more dependant said he

Jacob <sup>this</sup> Brantherton

This deposition was taken before me at the dwelling house  
of Hiram More on the 24<sup>th</sup> day of this instant, given  
<sup>in my county</sup> under my hand Given under my hand This the  
24<sup>th</sup> day of June 1879

Jesse Auburn J. P.

Thes two the Justice p 2.25

Jacob Brantherton

ado 3 deho

Jacob Rhodes

Tested July 7th 1879.

Jess W. W. Clerk



Pursuant to the accompanying notice  
I the undersigned an acting justice in and  
for Lee county in the state of Virginia, proceeded  
at ~~the~~ G. C. Duff's mill near Sticklyville in Lee County  
Va. to take the deposition of Joseph Rhodes &  
J. B. Glass and M. V. Glass to be  
read as evidence on behalf of the plaintiff upon  
the hearing of a suit in chancery now pending  
in the circuit court of Lee county wherein  
Joseph Rhodes is ~~the~~ plaintiff and Greenberry  
Wallen and Thomas Brotherton are Defendants,

Joseph Rhodes a witness of lawful age  
being duly sworn deposes and says that,  
in the year of 1868 Nelson Johnson sold to me  
a certain piece or parcel of land lying and being  
in the county of Lee in the valley at the foot of  
Newmar ridge opposite the flower gap, and Green-  
berry Wallen was to make me the deed to the  
same. Which he did, I think it was in the year  
of 1870, Greenberry Wallen told me he had made  
me the deed, and that Johnson had took it,  
and filed it in the clerks office, some time  
after that I was at Jonesville and found  
the deed and got Judge Burnes to read it for  
me, I left the deed in the office, and after  
that I went to get the deed it was gone  
and there had not been any record made  
of the ~~it~~ deed and further this deponent  
says that.

Joseph Rhodes



J. B. Glass a witness of lawful age  
being duly sworn deposes and says:

Question by plaintiff  
was there a deed made from Greenberry  
Wallen to me or any person.  
Answer by witness

Greenberry Wallen and wife acknowledged a  
deed before me and J. B. Glass, but my  
recollection is that the deed was made to Nelson  
Johnson, as he was present at the time,  
and further this deponent says not.

J. B. Glass

M. V. Glass a witness of lawful age  
being duly sworn deposes and says:

Question by plaintiff  
Was there a deed made from Greenberry  
Wallen to me or any person  
Answer by witness,

There was a deed acknowledged before  
me and J. B. Glass by Greenberry Wallen and  
Theresa his wife Nelson Johnson was present,  
and my recollection serves me that the  
deed was made to Joseph Rhoads, and  
further this deponent says not.

M. V. Glass

Virginia Lee County

I the undersigned an acting justice  
in and for said do hereby certify that  
the foregoing depositions of Joseph  
Rhoads, J. B. Glass and M. V. Glass  
were deposed, sworn, and subscribed to

before me at the time, and place  
and for the purpose set forth in the  
caption, given under my hand this  
26<sup>th</sup> day of August 1879

G. C. Duff J. P.

Costs

Justices fee \$1.00

Witnesses fee 1.00

\$2.00

Paid by Joseph Rhoads  
G. C. Duff J. P.



Joseph Rhodes

vs } Dehors

Thos Brotherton et al

Filed Sept 15th 1879

Geo W On Clerk



Wm. Greenberry  
Wallen & ~~James~~ Thomas  
Brotherton take notice that  
on the 26<sup>th</sup> day of August  
1879, I will proceed to take  
the Depositions of S. B. Glass  
& M. W. Glass also Joseph  
Rhodes at G. C. Duff's mill  
near Stickleyville Lee co. va  
to be read as evidence in a  
case now pending <sup>in</sup> chancery  
in the circuit court in Lee  
county va. where in ~~you~~  
~~am~~ I am Plaintiff and  
you are Defendants  
Yours &c

July 7<sup>th</sup> 1879

Joseph Rhodes



Virginia }  
Lee County } Town

I G. C. Duff a justice of the peace in  
and for said county do certify that Joseph  
Rhodes personally came before me and  
made oath that he delivered a true copy  
of the within notice to Greenberry Walling  
wife on the 7<sup>th</sup> day of Aug. and on the 8<sup>th</sup>  
day of Aug. he delivered a true copy of the  
within notice to Thomas Brotherton  
Given under my hand this 26<sup>th</sup>  
day of Aug. 1879

G. C. Duff J. P.



The depositions of Martin Tarnel taken on the 24 day  
of July 1878 at the residence of James S. Taylor in Scott  
County in the state of Virginia pursuant to a notice  
annexed to be read as evidence in behalf of  
the plaintiff in the trial of a suit pending in chancery  
in the circuit court of Lee County in the state of Virginia  
wherein Joseph Rhodes is plaintiff and Thomas Brotherton  
and Greenberry Wallin are defendants. The deponent being  
of lawful age and first duly sworn before and by me  
deposeth and saith that Nelson Johnson told him that there  
was close about one hundred acres of the land which  
that said Johnson sold to the plaintiff Rhodes, and that  
the plaintiff Rhodes sent him (the witness) to Jacob Brotherton  
to tell him that the plaintiff Rhodes would not take  
Brotherton's offer for the land and for the witness not to  
bring the coll and he did not bring the coll, and that  
Brotherton told the witness that if the plaintiff Rhodes  
sent for the coll he must send him five dollars  
additional or he would <sup>not</sup> let him have the coll and  
about 3 years after <sup>with him</sup> the Plaintiff got the witness to go  
to Greenberry Wallin's and said Wallin said that Brotherton  
had offered to pay him \$30. if he would make him (Brotherton)  
a deed to land mentioned above and Wallin said he would  
see Brotherton dead and in hell before he would make him  
the deed, and that Wallin said if the Plaintiff Rhodes was out  
of it, he would sell the land to somebody else. witness  
further states that Wallin in a conversation with Rhodes  
the plaintiff said that he had made Rhodes the deed and  
that he ought to have taken it but further this deponent  
swears to.

Martin Tarnel.

I certify that the foregoing depositions of Martin Tarnel  
was duly taken before me at the time and place and  
for the purposes as stated in the foregoing caption.



thereto pursuant to the notice herewith annexed  
for the taking of the same, Given under my hand  
as a notary public in and for Scott County, in the  
state of Virginia this 24 day of July 1877,

James A. Taylor. N. P.

Fee for taking this  
deposition .75 cents

James A. Taylor. N. P.

Joseph Rhodes  
as deponent  
of the 1st of August  
1877  
Filed Sept. 17th 1877.  
Wm. M. Dyer, C. L.



Hiram K. Starns & Martin G. Arnold

The depositions of Joseph Rhodes taken on the 11 day of March 1880 at the dwelling house of James H. Taylor in Scott county Va. pursuant to a notice herunto annexed to be read as evidence on behalf of the plaintiff in a suit pending in the circuit court in chancery in Lee county Virginia wherein Joseph Rhodes is Plaintiff and Green B. Wallen and Jacob Brotherton are Defendants. The deponent being of lawful age and first duly sworn before said by me deponent and saith that in November 1867 ~~that~~ he bought a tract of land of Nelson Johnson lying in Lee county Va. for which he was to pay said Johnson three hundred dollars, said Johnson said there was close about one hundred <sup>acres</sup> that it would not miss it five acres, witness also says about one year after the Plaintiff bought the tract of land mentioned that Jesse Roberts and Green B. Wallen came upon the land and made corners to said tract without his consent or knowledge, about the year 1870, Green B. Wallen said there was not more than fifty acres of the land, that Johnson <sup>sold</sup> to Rhodes, The witness says that he paid said Johnson a fine mare <sup>for</sup> ~~for~~ <sup>at</sup> ~~at~~ a hundred and forty five dollars and that if Johnson could sell the mare for more that Rhodes was to have a credit for the surplus and Johnson <sup>said</sup> he sold the mare for one hundred and fifty five dollars <sup>for</sup> the balance of the purchase money the Plaintiff gave two notes each for seventy seven dollars and a half. The witness says that sometime in February 1868 that he let said Johnson have three head of cattle for thirty five dollars and that (he) the witness went home with Johnson and entered the credit on the first due note himself for the thirty five dollars, sometime after that he paid Johnson six bushels of oats amounting to two dollars and also fifty cents in shoe making, Witness further says that he sold said Johnson a claim on Fayette Willid and Demp Engleton <sup>for</sup> two hundred and twenty five dollars, that Johnson was to sue them and if he could collect it, he was to ~~pay~~ credit said Rhodes notes one hundred and twelve dollars and a half, says that he thinks that the land lacks about forty or forty five acres of being a hundred



which was the number of acres that Johnson sold the Plaintiff,  
for which deficit he claims one hundred and thirty five dollars  
damage, Witness says that after he had <sup>made</sup> the payments, Johnson refused  
in his deposition that Johnson sold ~~to~~ the ~~order~~ The land notes to  
Jacob Brotherton claiming <sup>balance on</sup> ~~six~~ notes one hundred and twenty dollars  
and that he (the witness) told Brotherton that he ~~did~~ <sup>must</sup> have a  
credit for what he had paid Johnson that being done he did not owe  
Johnson, Brotherton sued the Plaintiff and Johnson claiming one hundred  
and twenty dollars, that Brotherton sued the Plaintiff in chancery and then  
he Plaintiff filed a cross bill in answer to his bill awhile after that Brotherton  
<sup>Johnson</sup> came up his house and vilified him very much for the way he had  
<sup>his bill</sup> filed, the Plaintiff ordered them off, Brotherton replied that if he said much  
more that he would get down and stay all night, a short time <sup>after</sup> that the Plaintiff  
was at work in his new ground was shot at and hit and wounded, some time  
<sup>after</sup> that Brotherton came into <sup>the</sup> <sup>armed with a club</sup> field where Plaintiff was hoeing corn Plaintiff  
told Brotherton that some body had shot at him, while at work in his field,  
Brotherton replied that the man who shot at him, would shoot again, and that  
if he had not moved out the sights of the gun, that he would have <sup>been</sup> dead and buried  
Brotherton then proposed to buy his land he did not sell his land to Brotherton, the  
next day Brotherton and Green B. Wallen both came <sup>Brotherton</sup> and wanted to buy his  
land again, he proposed to buy Plaintiff's crop and pay him the money for it,  
agreed to leave it to men what it was worth, and <sup>made</sup> him an offer for the land, offered  
the amount he had <sup>said</sup> <sup>and</sup> him for and a colt, Plaintiff told him if he concluded to  
take it that he would send for the colt in two weeks, Plaintiff was afraid to  
stay any longer at home, and left, sent down the next week a wagon and team  
to move his family, sent word to Brotherton that he would not take his offer,  
about three years after Plaintiff moved from his land to Scott county Brotherton  
and Richard Wallen came to his house, Brotherton proposed to sell him a  
horse for his land, and wanted him to give him (Brotherton an order to  
Green B. Wallen for a deed to the land, Plaintiff would not trade with him  
with for the horse, he then wanted Plaintiff to go home with him and get  
a man that he had, Plaintiff told him that he would take the <sup>colt</sup> <sup>and</sup>  
two hundred dollars in money, for the land, and he would <sup>not</sup> agree to give it,

Plaintiff then told Brotherton if he would not <sup>by</sup> the land that he  
must pay him sent Brotherton said, <sup>he</sup> was good for it,  
but farther this deponent saith not. Joseph Rhodes

I certify that the foregoing depositions Joseph Rhodes, Miriam  
K. Harris and Martin Parnell, was duly taken before me at the  
time and place and for the purposes as stated in the foregoing  
caption thereto, pursuant to the notice herewith annexed  
The taking of the same, given from under my hand as a  
notary public for the county of Scott in the state of Virginia  
on the 11 day of March A.D. 1886, James D. Taylor, N. P.

10 5 hours spent in taking the same  
1 hour 20  
4 hours 300  
2 310

He gave us no case To. J. & R. Harris  
James D. Taylor N. P.



Joseph Rhodes

vs } Depositions

L. B. Hallen

---

Filed Nov. 20th 1880.

Geo W. Orr Clerk.



Hiram K. Barnes an other deponent being of lawful age and first duly sworn before me deposeseth and saith, That about 2 or 3 years after Rhodes the Plaintiff moved back to Scott from Lee county Jacob Brotherton and Richard Wallen came to his house in Scott county and asked him to go with them to Rhodes's and he went with them, Brotherton proposed to buy the land of Rhodes that Rhodes bought of Johnson said he had a horse down at Harri's that if Rhodes would go down there he would give him the horse for his land being the refer'd to and if the horse did <sup>not</sup> suit him that if Rhodes would go home with him he had a man that he would give him for the land Rhodes refused his offer but told Brotherton that he would take a man and colt and two hundred dollars for the land Brotherton refused to give it, Rhodes told him if he did not buy the land he must pay him the rent Brotherton said he was good for it. Witness says that the horse that Brotherton offered Rhodes for his land was worth about eighty or ninety dollars but farther this deponent saith not.

Hiram K. Barnes

Martin Darnel another deponent being of lawful age and first duly sworn before me deposeseth and saith That in the year 1870 he went with a wagon to Lee county to move Joseph Rhodes the Plaintiff back to Scott county That he heard Jacob Brotherton say in talking about Rhodes the Plaintiff being shot at while working in his field that if Rhodes had not moved out of the sight of the gun that Rhodes would now have been dead and burnt and Brotherton told witness to tell Rhodes that he had better stay away from Jonesville if he would be safe but farther this deponent saith not,

Martin Darnel  
mark



Joseph Rhoads } In Jan  
vs  
Nelson Johnson

This day Joseph Rhoads made  
 oath before me that he is not  
 ready for the trial of his case at the  
 term of the court, because he says  
 that some time after the last term  
 as soon as he could do so on account of illness  
 of his case he preferred his notice  
 to take the deposition of his witness  
 of whom said in the last line  
 one James M. Moor in his case. That when  
 he went to James M. Moor's witness was  
 absent so he could not get him  
 summoned. That he then went  
 to take some other proof before  
 James M. Moor in said county where  
 we got there Green Wallen appeared  
 before the justice and made him  
 believe that the notice was not  
 sufficient so he refused to  
 take the depositions. That Green  
 Wallen had told him he must  
 not do it that it had to be a  
 court appointed by the Governor  
 to take the depositions. The justice made  
 this statement in the presence of me P. D. Quinn  
 Miller who I had got to help me take  
 the depositions, affiant was thus  
 prevented from taking his proof  
 a copy of the notice is here filed  
 marked (A) that he



affiant further states that he on  
day before yesterday learned through  
Daniel Willis that one James Sulph  
had been at Jacob Brantton's farm  
and saw and read the deed  
made by Green Wallen to me for the  
land in controversy, as stated in the Pleading  
that he is advised that said proof is  
material in the trial of this cause. that  
he could not take the same since he  
learned these facts for want of time  
that he does not make this motion to  
hinder or delay the trial of this cause  
but he makes it to enable him  
to have a fair trial & believes he  
can get the proof by the ~~proper~~  
terms of this court

Sworn to before me

This 28th day of November 1883

J. A. G. Hyatt, Clerk

Joseph H. Phares  
28th Officer

Deputy Sheriff

Made filed Nov 1883



Joseph P. Rhoads  
as  
motion picture

The very first Rhoads made out  
that he is not ready for the time  
of some cases. The term of Rhoads  
Bureau on last Sunday he for the  
first time he discovered new and  
material evidence that had hitherto  
been unable to ascertain what since  
he discovered the same he has not  
had time to give material take  
the positions of the witnesses for  
some reason why they would  
prove that he has information which  
which he can properly give evidence  
and advise him that this material  
that he does not make the motion  
on the ground of having up a motion  
trial of the same but simply that he  
may be able to take the newly discovered  
evidence about the time, that he can  
a little <sup>or by belief</sup> take the time before the next  
term of court can come  
Sworn to before me this 30th day of  
August 1903

J. A. Hyatt  
clerk



Joseph Rhodes  
vs. affidavit  
Nelson Johnson

Filed at Aug 5 1883  
J. A. Hyatt  
Clerk



Virginia Lee County to wit,

This day Joseph Rhodes personally appeared,  
before me, and made oath that he is informed &  
believes that Nelson Johnson is a non-resident  
of the State of Virginia.

Given under my hand, this 28th day of  
March 1878.

R. H. Orr Jr. S. C.



Joseph Rhodes

vs 3 affidavit

Nelson Johnston <sup>et</sup>  
<sub>als</sub>

---



Mr Green & Wallin and Jacob Brotherton take notice  
that on the 1<sup>st</sup> of March 1880 at the dwelling house  
of James A Tailors in Scott County Va I shall proceed  
to take the depositions of myself and Hiram K. Starns  
and others to be read as evidence in a suit pending  
in circuit court in chancery in Lee County <sup>Va</sup> wherein  
I am plaintiff and you are defendants  
this the 2<sup>nd</sup> of March 1880 Joseph Rhodes

Virginia Scott County to wit:

This day Joseph Rhodes came before me a notary public  
in the county and state aforesaid and made oath that he  
delivered a true copy of the above notice on the 3<sup>rd</sup> day of March 1880,  
to Green B. Wallin, And a true copy of the above notice on the 3<sup>rd</sup> day  
of March 1880 to the wife of Jacob Brotherton at his residence  
Given under my hand the 4<sup>th</sup> day of March 1880,  
James A. Sayre, N. P.



*Falsum Johnson*

1870

To the clerk of Lee County Court Dr

April

Continuance vs. Brotherton & Rhodes 10. Filing answers B. Rhodes 25 - 50

John B. Hecht, C.C.

*Jacob Brotherton*

1870

To the clerk of Lee County Court Dr

April

Order Continuance vs. Rhodes & Johnson 20. preparing bond for costs 50 70

May

Order Continuance 20. (June) Order of continuance 20. 40

July

Order of dismissal 20. taxing costs 20. filing papers 20. 60

John B. Hecht, C.C. \$ 1.70

*P. to v. costs \$1.12*



167  
Jacob Perin



Virginia Lee County October the 22<sup>nd</sup> 1888  
Mr Jacob Brotherton and Green B. Waller  
sirs you will please take notice that at  
the Residence of James M. Moore in said  
County on Thursday October the 25<sup>th</sup> 1888  
I will proceed to take the Depositions of  
myself and David Willis to be read as  
evidence in a cause now pending in the  
Circuit Court at Jonesville in said  
County where you may attend and  
Cross examine the Taking of the said  
Depositions will be continued from  
day to day untill completed

Joseph Rhodes



Notice to Jacob Brotherton  
& Green B Wallen from  
Joseph Rhodes

of



Messrs. Greenberry Wallin and Thomas  
Brotherton, Take notice that on the 24 day  
of July 1877, at the dwelling house of  
James A. Taylor in Scott county Va. I  
will proceed to take the deposition of Martin  
Darnel <sup>and others</sup> to be read as evidence upon the trial  
of the suit now pending in chancery in  
the circuit court in Lee county Va.  
Wherein I am plaintiff and you are  
defendant. Yours &c.

June 24, 1877.

Joseph Rhodes.



Virginia Deed county is wit: —  
This day Joseph Warden came before  
me a notary public for said county  
and made oath that he delivered a true  
copy of the within notice to Thomas  
Bakerston on the 8 day of June 1878,  
and also a true copy to the wife of  
Greenberry Wallen at his residence  
on the 7 day of July 1878.

Given under my hand the 24 day of  
July 1878. J. W. Taylor, Notary Public.



# The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*Nelson Johnson & Co. Executors of  
Mallon*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

by

*Joseph Rhodes*

And have then there this writ. Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

day of

*May*

1877; in the 103<sup>rd</sup> year of the Commonwealth.

*James W. Orr*  
**CLERK.**



Joseph Rhodes <sup>LH</sup>  
vs  $\frac{1}{2}$  S & Co in Chy.  
Nelson Johnson et al

---

July Rules 1879.

---

Executed by delivering  
an attested office copy  
to Granbury Waller  
on the 12<sup>th</sup> day of June  
1879 not H. C. on  
Nelson Johnson he being  
dead.

A Miles & Co for  
J. S. Ely & Co.



# The Commonwealth of Virginia,

To the Sheriff of Lee County---Greeting:

We Command you to Summon

*Waller*

*Nelson Johnson & Greenberry*

To appear at the Clerk's office of the Circuit Court of Lee, at the Court-House, on the first Monday in

*July*

next, being rule day, to answer a bill in Chancery, exhibited in our said Court against

*them*

by

*Joseph Rhodes*

And have then there this writ.

day of

*May*

Witness, JAMES W. ORR, Clerk of our said Court, at the Court-House, this

*30th*

1877; in the 103<sup>rd</sup> year of the Commonwealth.

*James W Orr.*

CLERK.

*A copy*

*Lest - James W Orr. Clerk.*



# The Commonwealth of Virginia:

TO THE SHERIFF OF LEE COUNTY---Greeting:  
WE COMMAND YOU TO SUMMON *Nelse Johnston, Gran B. Wallin &*  
*Proctor*

to appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the  
Clerk's Office, at *October* Rules next, to answer a bill in Chancery  
exhibited in our said Court against *them by Joseph Rhoads*

And have then there this writ. Witness. JAMES W. ORR, Clerk of our said court, at  
the Court-House, this *11th* day of *Sept* 1876, in the *10* year. of the  
Commonwealth.

*R. W. Orr Jr. DC*  
*A copy*  
*Subscribed, R. W. Orr Jr. DC*



# The Commonwealth of Virginia:

TO THE SHERIFF OF LEE COUNTY---Greeting:

WE COMMAND YOU TO SUMMON

*Nels Johnston, Green B. Waller*  
*Brotherton*

to appear before the Judge of the Circuit Court of Lee County, at the Court-House, in the  
Clerk's Office, at *October* Rules next, to answer a bill in Chancery  
exhibited in our said Court against *them by Joseph Rhoads*

And have then there this writ. Witness. JAMES W. ORR, Clerk of our said court, at  
the Court-House, this *11th* day of *Sept.*, 1876, in the *10* year of the  
Commonwealth.

*R. W. Orr Jr. S. C.*



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Joseph Rhodes

vs J. Spain, Clk.

Nelse Johnson et al

Oato Rules 1876

Exicuted on  
Green B Wallen &  
Brothinton ~~and~~ not  
Exicuted on Nelse Johnston  
he being a nonresidence  
of this State  
Thomas & Cly D S  
for Thomas & Cly S S B